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ROBERT A. SCHPERO
OF COUNSEL

Superfund Records Center

SITE: SRSNE

BREAK: 11.9

OTHER: 448727

December 30, 1992

Marilyn K. Goldberg
U.S. Environmental Protection Agency
P.O. Box 221470
Chantilly, VA 22022
VIA FEDERAL EXPRESS

RE: West Haven Buckle Company
Section 104(e) Request for Information for
SRSNE Superfund Site in Southington, Connecticut

Dear Ms. Goldberg:

On behalf of our client, West Haven Buckle Company, ("West Haven Buckle") please find enclosed the response of West Haven Buckle to the above-captioned Section 104(e) information request. Please note that the information EPA requested involves waste generated by American Buckle Company ("American Buckle") over twenty years prior to its selling certain of its assets to our client. As set forth more specifically in the enclosed 104(e) response, our client did not assume and is not liable for such liabilities of American Buckle. As further set forth in the 104(e) response, we suggest that the EPA contact American Buckle's past officers, Phil Salisbury and Sandy Hodges, for the requested information concerning American Buckle.

Mr. Hodge's address is: 19 St. Francis Woods Road, Madison, CT 06443.

Mr. Salisbury's address is: c/o Attorney Milton DeVane, Tyler, Cooper & Alcorn, 205 Church Street, New Haven, CT 06510.

Thank you.

Sincerely,

Catherine Lin

CL/ns

cc: W. Musso, West Haven Buckle Company (w/ encs)

ENCLOSURE B

Solvents Recovery Service of New England
104(e) Information Request Form for Generators

Name of Respondent: West Haven Buckle Company (West Haven)

. Date Information Request Completed: 12/30/92

- .. For each transaction listed on Form 1 (attached), identify by chemical name the type of waste material that the Respondent sent for treatment or disposal to the Site or sent with a transporter for treatment or disposal to the Site. If the chemical name is not known, please state the trade name and the name of the manufacturer. Also identify the transporter of each waste volume and identify who made the decision to bring the waste to the Site -- the transporter, generator, or broker. Attach copies of all documents consulted, examined, or referred to in the preparation of answers to these questions.
4. At the end of Form 1 and consistent with the format of Form 1, identify and provide complete information on any additional transactions which do not appear on Form 1 or transactions which are in some manner incorrectly recorded on Form 1. Attach copies of all documents which provide information on these transactions.
5. If you are not the generator of any of the wastes attributed to you in the listing of transactions on Form 1 (i.e., you sent waste materials to the Site for disposal or treatment that were generated by a person other than you), please complete steps a through d below:
- a) Provide the information requested for that transaction on Form 1;
 - b) Highlight the transaction by placing an asterisk (*) to the left of the appropriate transaction date on Form 1; and
 - c) Provide the information requested on Form 2 (attached);
 - d) Attach copies of all documents consulted, examined, or referred in to the preparation of answers to these questions.
6. Please identify all persons consulted in the preparation of the answers to these questions. Indicate their relationship to the Respondent (e.g., current employee - environmental manager, past employee - maintenance department, etc.). Attach extra pages if necessary.

6. (continued)

Name: Andrew Everson
Address 742 Washington Avenue
West Haven
Phone No. (203) 934-6691
Relation to Respondent President

Name: William Musso
Address: 742 Washington Avenue
West Haven
Phone No. (203) 934-6991
Relation to Respondent General Manager

Name: _____
Address: _____

Phone No. _____
Relation to Respondent: _____

Name: _____
Address: _____

Phone No. _____
Relation to Respondent: _____

7. Please identify the person(s) completing this questionnaire and identify the relationship to the Respondent. Attach extra pages if necessary.

Name: _____

Address: _____

Phone No. _____

Relation to Respondent: _____

Name: _____

Address: _____

Phone No. _____

Relation to Respondent: _____

Name: _____

Address: _____

Phone No. _____

Relation to Respondent: _____

**Solvents Recovery Service of New England
American Buckle Co.**

Transaction Date (1)	Gallon Volume (2)	Waste Type (3)	Name/Address of Transporter	Name/Description of Who Selected the Site (4)
* 04/30/56	220.00	}		
* 10/08/56	275.00			
* 06/06/57	110.00			
* 12/17/58	220.00		Please see note below	
* 10/22/59	330.00			
* 06/19/61	275.00			
* 09/13/63	275.00			

West Haven has no records of the above listed transactions, nor does its employees have any personal knowledge of the same. West Haven believes that such transactions were undertaken by American Buckle Company, prior to West Haven's purchase of its assets in 1984.

Please refer to explanation attached to Form 2 for more detail.

Notes:

- (1) The transaction date refers to the date the waste was delivered to SRSNE. This date may differ from the date the waste left the generator's facility, (particularly if the transaction was brokered by another party), and therefore may not match exactly with your records. EPA expects you to make your best efforts to correlate your records with EPA's documents. This is to prevent double-counting of shipments in EPA's volumetric ranking.
- (2) All gallon volumes are waste-in transactions to SRSNE.
- (3) Please state waste type by chemical name. If the chemical name is not known, please state the trade name and the manufacturer's name.
- (4) e.g., XYZ Chemical Company - generator; ABC Waste Trucking - transporter; EFG Waste Disposal Service - broker.

Page: 2 of 2[illegible]

FORM 2

**Solvents Recovery Service of New England
Transactions Involving Waste Not Generated by Respondent**

[illegible]

Section 104(e) Response of West Haven Buckle Company
December 30, 1992

Supplement to Forms I and II

On November 28, 1984, West Haven Buckle Company ("West Haven Buckle") purchased certain assets of the American Buckle Company ("American Buckle"). Among the assets conveyed to West Haven were machinery, equipment, furnishing, leasehold improvements, inventory, raw material, customer lists and certain technical and financial information. These assets were transferred to West Haven Buckle's place of business.

Pursuant to paragraph 2 of the Agreement Respecting Purchase of Assets by West Haven Buckle Company from American Buckle Company (the Agreement), a copy of which is attached, West Haven Buckle agreed to pay only American Buckle's accounts payable as they existed on the Closing Date (see Schedule B of the Agreement). The Agreement further expressly provides that West Haven assume no any other liability of American Buckle, such as liabilities for violation of law, court claims, or liabilities not specifically listed on Schedule B. (See page 2 of the Agreement.) Accordingly, West Haven Buckle is not liable for the waste of American Buckle allegedly disposed via Solvents Recovery Service twenty years earlier.

Wastes listed on page 1 of Form 1 were generated some two decades before West Haven Buckle purchased certain assets from American Buckle. West Haven Buckle does not possess any record or knowledge of the transactions of American Buckle in question. Rather, the only information West Haven Buckle has obtained concerning waste disposal by American Buckle was that supplied by EPA as Enclosure A-2 to its present information request.

American Buckle Company may be reached c/o its former officers, Phil Salisbury and Sandy Hodges, as follows:

Sandy Hodges
19 St. Francis Woods Road
Madison, CT 06443

Phil Salisbury
c/o Attorney Milton DeVane
Tyler, Cooper & Alcorn
205 Church Street
New Haven, CT 06510

AGREEMENT

This Agreement is made this ²⁸day of November, 1984, between The American Buckle Company ("American"), a Connecticut corporation having its principal place of business at 291 Campbell Avenue, West Haven, Connecticut, and West Haven Buckle Company ("West Haven"), a Connecticut corporation having its principal place of business at 742 Washington Avenue, West Haven, Connecticut. Also parties to this Agreement, for the limited purposes hereinafter set forth, are Phillip J. Salisbury ("Salisbury"), Hubert C. Hodge, Jr., ("Hodge") and the Estate of George Salisbury.

American is in the process of disposing of its assets. It wishes to sell certain of its assets to West Haven, and West Haven wishes to acquire such assets, upon the terms and conditions hereinafter set forth. The parties therefore agree as follows:

1. The Assets to be Sold. American agrees to sell to West Haven and West Haven agrees to buy from American at the Closing American's machinery, equipment, tools, dies, furniture, furnishings and leasehold improvements (including without limitation the assets listed on Schedule A attached hereto), all of which will be transferred to West Haven in their as is condition, and all of American's raw materials, work in process and finished goods inventory (not in excess of a one year's supply upon the basis of American's sales during the 12 month period preceding the Closing in the ordinary course of American's business) (the "Inventory"),

supplies, accounts receivable not more than 90 days old as of the Closing ("Accounts Receivable"), customer lists, contracts with customers, drawings, blueprints, development work, product names and designations, patents and patent applications, licenses, trade secrets, books of account, files and records relating in any way to the business of American, and all tangible and intangible property of American used by it in its business other than the land and building of American not to be conveyed under this Agreement. The assets to be conveyed are sometimes hereinafter called the "Assets", and will be transferred to West Haven free and clear of any and all liens, claims or encumbrances of any nature.

2. West Haven will assume and agree to pay at the Closing only the trade accounts payable of American as they exist on the Closing Date and as they are specifically set forth and listed in Schedule B attached hereto (the "Accounts Payable"). West Haven will not assume any other liabilities of American, including without limitation any products liability claims, liabilities for violations of law, liabilities for taxes, liabilities for any affiliate or subsidiary of American, court claims, obligations arising as a result of fraud or breach of fiduciary duty by any officer, director or employee of American or any other liabilities not specifically listed on Schedule B; but shall be responsible only for the Accounts Payable and for those claims or liabilities relating to the business of American arising after the Closing Date.

3. Purchase Price and Manner of Payment. The purchase price for the Assets other than the Inventory and Accounts Receivable

shall be \$42,206.05. The book value of the Inventory and the Accounts Receivable shall be calculated as of the Closing Date and from the sum shall be subtracted the Accounts Payable. To the resulting number shall be added the sum of \$42,206.05 (representing the purchase price of the Assets other than Inventory and Accounts Receivable) and the sum shall be the Purchase Price. The parties will agree upon the values to be placed upon the Inventory, Accounts Receivable and Accounts Payable within 24 hours prior to the Closing.

The Purchase Price shall be subject to the adjustments hereinafter set forth.

The Purchase Price shall be paid in the following manner:

(a) At the Closing, West Haven shall pay American the sum of \$35,000, plus or minus any adjustments as hereinafter set forth;

(b) The balance of the Purchase Price shall be paid in accordance with a Note in the form attached hereto as Schedule C.

4. Adjustments. Property taxes on the Assets shall be adjusted pro rata as of the Closing in the manner in which real estate taxes would be adjusted in connection with the sale of real estate in West Haven, Connecticut. Prior to the Closing, the parties will agree on any items relating to the conduct of the business prior to the Closing and not yet paid which West Haven is willing to assume (such as vacation pay, as to which American acknowledges responsibility for one week at Christmas) for which West Haven shall be credited. West Haven also agrees to add to the payment to be made to American at the Closing the amount of any

accounts receivable which were invoiced to West Haven by American before August 1, 1984.

5. Security For Note. The Note attached as Schedule C will be secured by a first security interest in the machinery and equipment of American and a second security interest in the machinery and equipment of West Haven and by a second mortgage on the real property of West Haven subordinated only to the existing mortgage (or any refinancing thereof hereafter entered into), in either case with a principal balance of approximately \$96,000.

6. Lease of Real Estate. At the Closing, American will enter into a lease with West Haven covering the real estate at 291 Campbell Avenue, West Haven, Connecticut, in the form attached hereto as Schedule D.

7. Hodge and the Estate of George Salisbury are the principal shareholders of American. Salisbury has an interest in the Estate of George Salisbury. As an inducement to West Haven to enter into this Agreement, American, Hodge and Salisbury jointly and severally warrant and represent to West Haven as follows, subject only to the exceptions set forth in Schedule E attached hereto:

(a) American is a duly organized, validly existing corporation in good standing under the laws of the State of Connecticut with all necessary power and authority (corporate and otherwise) to carry on its business as now being conducted;

(b) American has taken all necessary corporate action, including without limitation the affirmative vote of its

shareholders, to permit it to enter into and perform this Agreement;

(c) The financial statements of American dated as of December 31, 1983 fairly present the financial condition of American as of that date and the results of operations for the year then ended, in accordance with generally accepted accounting principles applied on a basis consistent with prior periods;

(d) Since December 31, 1983,

- (i) there has been no material change to American's assets, liabilities or results of operations, or any casualty or condemnation loss;
- (ii) American has not increased the compensation of any employee, borrowed money, made any capital expenditures (by lease or otherwise) or sold, transferred, encumbered or disposed of any fixed assets;
- (iii) American has carried on its business in the ordinary course;
- (iv) American has not paid or declared any dividends;

(e) American has no employee welfare benefit plan, pension plan, contract for special compensation, termination or severance pay, collective bargaining agreement, dealer, agent, representative or distributor agreements, or licenses, patents, trademarks or tradenames;

(f) American has not received notice of any claim of infringement of any patent, trademark or tradename, nor it is aware of any ground for any such claim;

(g) American has marketable title to the Assets free and

clear of all title defects, encumbrances, security agreements or other adverse claim; the Assets comprise all of the assets necessary to the conduct of American's business as heretofore carried on; and American has entered into no other contract or agreement providing for the sale of the Assets, or any of them;

(h) The Accounts Receivable are collectible, valid and subsisting, arose in the ordinary course of business and are subject to no offsets, counterclaims or defenses of any nature;

(i) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate the Certificate of Incorporation or By Laws of American nor any instrument, judgment or court order by which American is bound or affected or to which it is subject;

(j) American has received no notice that the operation of its business is in violation of any law, ordinance, rule or regulation of any governmental authority nor does it have reason to believe any such violation exists;

(k) None of the Accounts Payable listed on Schedule B is more than sixty days old;

(l) There are no actions, suits or proceedings pending or threatened against American or the Assets, nor to the knowledge of American are there grounds for any such action, which might result in a claim against any of the Assets.

8. Representations And Warranties Of West Haven. West Haven

warrants and represents to American as follows:

(a) West Haven is a duly organized, validly existing corporation organized under the laws of the State of Connecticut with all necessary power and authority (corporate and otherwise) to carry on its business as now conducted and to enter into this Agreement and perform the transactions contemplated hereby;

(b) The execution and delivery of this Agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of West Haven;

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate the Certificate of Incorporation or By-Laws of West Haven nor any instrument, judgment or court order by which American is bound or affected or to which it is subject;

(d) Except as noted in Schedule F, West Haven has marketable title to all of its properties which are offered as security for the Note (except those being purchased hereunder, as to which West Haven makes no warranty), free and clear of all title defects, encumbrances, security agreements or claims of any other party;

(e) There is no action, suit or proceeding pending or threatened against West Haven or any of its assets being offered as

security for the Note, and West Haven is not aware of any circumstances which might give rise to any such action or any such claim which may affect West Haven's ability to repay the Note.

9. Conduct of Business Until Closing. Between the date of this Agreement and the Closing Date,

(a) American shall give West Haven full access during normal business hours to its facilities for the purpose of inspecting the properties and of reviewing all books, records and documents of American; and American will furnish and cause its representatives to furnish West Haven with such information as it may reasonably request with respect to its Assets and the business of American;

(b) American will carry on its business in the ordinary course;

(c) American and West Haven will each use its best efforts to cause its warranties and representations to be true at the Closing as though made again in the same words as of that date; and

(d) American will use its best efforts (without making any commitment on behalf of West Haven) to keep American's business organization, customer and employee relations, and good will intact;

(e) American will not purchase any assets other than raw

materials inventory, enter into any agreements out of the ordinary course of business or hire any employees.

10. Conditions To Closing. The obligation of West Haven to close hereunder and to consummate the transactions contemplated hereby are subject to the satisfaction of the following conditions, any of which may be waived by West Haven:

(a) The warranties and representations of American shall be true in all material respects when made and at Closing as though made again as of the Closing Date in the same words;

(b) All documents of conveyance, bills of sale and the like, including assignments of all permits, licenses and authorizations necessary to carry on the business of American as now conducted shall be in form and substance satisfactory to counsel for West Haven, Messrs. Arthur Sachs, Schpero, Berman & Shure;

(c) West Haven shall have received the opinion of Messrs. Tyler, Cooper & Alcorn to the effect that the warranties and representations made in subparagraphs 7(a), (b), (i) and the first and third clauses of (g) are correct, to their knowledge upon investigation the warranties and representations made in subparagraphs 7(e) and (j) are correct, and that the documents of transfer are sufficient to confirm good and marketable title to the Assets in West Haven.

The obligation of American to close hereunder and to consummate the transactions contemplated hereby are subject to the

satisfaction of the following conditions, any of which may be waived by American:

(a) The warranties and representations of West Haven shall be true in all material respects when made and at Closing as though made again as of the Closing Date in the same words;

(b) The documents granting American a security interest securing the Note to be delivered hereunder shall be satisfactory in form and in substance to counsel for American, Messrs. Tyler Cooper & Alcorn; and

(c) American shall have received the opinion of Messrs. Arthur Sachs, Schpero, Berman and Shure that the warranties and representations made by West Haven in Paragraph 8 hereof are correct.

11. Waiver of Bulk Sales Act. In consideration of the indemnification hereinafter set forth, West Haven waives compliance with the provisions of the Bulk Sales Act.

12. Closing. The Closing of this transaction will take place at the offices of Arthur Sachs, Schpero, Berman & Shure at 10 a.m. on the day of November, 1984, but either party may postpone the Closing to a later reasonable date (but not later than November 30, 1984) to permit the fulfillment of an unfulfilled condition. At the Closing the parties will make and deliver to each other such instruments and documents as may be reasonably required to carry out the transactions contemplated hereby, all with covenants of further assurances. Prior to the Closing the parties shall agree on the value of the Inventory (together with a detailed listing thereof), a

listing of the Accounts Receivable in reasonable detail showing the name and address of each account debtor, the amount owing and a full aging thereof, and a listing of the Accounts Payable in reasonable detail showing the name and address of each account creditor, the amount owing and a full aging thereof. Such listings will be appended to the Bill of Sale executed and delivered by American to West Haven. The accounts receivable owing by West Haven to American will be reduced by payment of all amounts invoiced to West Haven by American before August 1, 1984 and remaining unpaid. More recent amounts shall be included in the calculation of the Purchase Price.

13. Indemnification. American, Phillip J. Salisbury, Hubert C. Hodge, Jr., and the Estate of George Salisbury (Salisbury being the President of American and the son of George Salisbury and the two latter parties being the principal shareholders of American) will indemnify West Haven after the Closing on account of:

(a) Any liability of American or claim against American not specifically assumed hereunder by West Haven (including without limitation any liability or claim arising by or through Eastern Sales Company), including without limitation any claim hereafter arising out of any fact or circumstance first occurring prior to the Closing;

(b) Damage or loss sustained by West Haven from any misrepresentation, breach of warranty or non-fulfillment of any obligation of American hereunder;

(c) Liability for any tax not specifically assumed by

West Haven (including without limitation any arising through Eastern Sales Company); and

(d) Any expense reasonably incurred by West Haven with respect to any claim for indemnification with respect to the foregoing, including but not limited to the reasonable fees of an attorney.

West Haven will indemnify American after the Closing on account of any liability (including liability for property taxes) assumed by West Haven and not discharged by it when any such liability becomes due and payable.

All claims for indemnification hereunder shall be made by the party seeking indemnification in writing addressed to the other party or parties' last address provided to the other in writing. West Haven shall have the right (but not the obligation) to satisfy any valid claim for indemnification hereunder by setting off the amount of any such claim against the Note, and the payments under the Note shall be recalculated so as to fully amortize the principal remaining after such set-off based on the payment terms of the Note.

Any claim for indemnification hereunder shall be made promptly by the party seeking indemnification, so that the rights of the other party or parties shall not be prejudiced. In the event of a claim by a third party which, if allowed, would give rise to a right of indemnification hereunder, the party seeking indemnification shall allow the party from whom the indemnification is sought to enter and defend the claim at its own expense. In the event of any disagreement as to a right of indemnification hereunder, if the

parties are unable to resolve the dispute, it shall be submitted for resolution in accordance with the rules of the American Arbitration Association.

Notwithstanding anything in this paragraph hereinbefore set forth, the rights of either party to seek indemnification shall cease with respect to any claim not made before the third anniversary of the Closing, with the exception of any claims for taxes.

14. Restrictive Covenant. American, Hodge and Salisbury (the two latter parties by reason of their interests in American as set forth above and for the consideration of \$1,000 paid to each of them, out of the Purchase Price) each covenants and agrees that he or it will not engage in any way or lend any assistance to others to engage in any way in the business of manufacturing, selling or otherwise distributing metallic or non-metallic buckles, fasteners or any fastening devices used in connection with the application of, or in replacement of, buckles for a period of five years after the Closing, including without limitation any activity as a sole proprietor, partner, joint venturer, stockholder, director, officer, agent or otherwise, anywhere in the continental United States. Each agrees that any breach of the foregoing covenant may be enforced by injunctive relief and each party waives as a defense to any such action that there exists an adequate remedy at law. In the event that any court should construe the above provisions being over broad in scope, duration or geography, then such court is specifically instructed hereby to enforce such provision in such

lessor scope, duration and geography as such court shall determine to be appropriate. Nothing in this paragraph shall prevent American or its affiliates from selling or disposing of inventory not being purchased by West Haven.

15. Miscellaneous.

(a) American and West Haven each represent to the other that neither has engaged in or used any broker or agent who would be entitled to a brokerage or finder's fee in connection with this Agreement and the consummation of the transactions contemplated hereby;

(b) Notices hereunder shall be given by certified mail at the addresses set forth above, except that following the Closing, notices shall be given to such other addresses as the parties may designate to each other in writing;

(c) All warranties, representations and covenants contained herein shall survive the Closing to the extent indicated in Paragraph 13(d);

(d) This Agreement shall inure to the benefit of and be binding upon all of the parties hereto to the extent indicated and upon their successors and assigns. American acknowledges that West Haven may assign its rights hereunder to a subsidiary; but such assignment shall not relieve West Haven of any obligation under this Agreement or the Note;

(e) Liabilities of American and its affiliates shall be joint and several hereunder. Wherever used in this Agreement, "affiliate" means any officer, director or shareholder of American

and any entity controlling, controlled by or under common control with American or any such officer, director or shareholder including without limitation Hodge, Salisbury and the Estate of George Salisbury;

(f) West Haven shall have the right to use the name "American Buckle Company" to the extent necessary to facilitate the transactions contemplated by this Agreement, including but not limited to the use of such name in connection with the notification to American's customers that West Haven has purchased the Assets and in connection with the collection of Accounts Receivable;

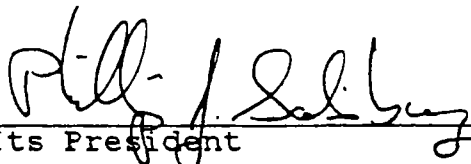
(g) West Haven will after the Closing maintain and preserve the books and records of American being delivered to it and will permit American, its agents and representatives access to such books during normal business hours for purposes of verifying the collection by West Haven of the accounts receivable, the payment by West Haven of the accounts payable and in the event of the audit of American's tax returns. Any account receivable collected by West Haven from a customer of American after the Closing shall first be applied against the Accounts Receivable being transferred hereby, unless payment of an account receivable is specifically identified to a West Haven invoice issued prior to the Closing or unless a customer has a bona fide dispute about an American invoice;

(h) Hubert C. Hodge, Jr. and the Estate of George Salisbury acknowledge that they are the owners, in the aggregate, of 50 percent of the stock Eastern Sales Company, a sales affiliate of American by virtue of a certain agreement between American and

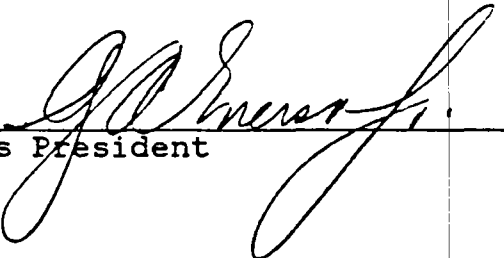
Eastern Sales Company dated February 7, 1936. Such parties agree that they will use their best efforts prior to or after the Closing to cause the dissolution of Eastern Sales Company and for no additional consideration to assign upon a nonexclusive basis the right to use the name "Eastern Sales" and all of its rights in all of its agreements with its sales agents, agencies or distributors, including without limitation, to certain distribution contracts between Eastern Sales and Scovill Manufacturing Company and between Eastern Sales and Universal Fasteners, Inc.

IN WITNESS WHEREOF, American Buckle Company and West Haven Buckle Company have caused this instrument to be signed the day, month and year first above written, and the other parties have executed this agreement for the limited purposes only set forth herein.

AMERICAN BUCKLE COMPANY

By 
Its President

WEST HAVEN BUCKLE COMPANY

By 
Its President

Philip W. Salisbury
Philip W. Salisbury

Hubert C. Hodge, Jr.
Hubert C. Hodge, Jr.
Estate of George Salisbury

By Norma P. Salisbury
Executrix

SCHEDULE D
 THE AMERICAN BUCKLE COMPANY
 ACCOUNTS PAYABLE
 November 27, 1984

Account	Inv.#/Ref.	DOI	Current	30 Days	60 Days	Total
Atlantic Wire						
P.O. Box 1420						
New Haven						
C. 06506	018892	9/26			\$1221.93	
	018891	9/26			354.51	
	003418	9/29		540.00-		
	019163	10/17		2967.63		
	019244	10/23		1197.92		
	019285	10/26		1943.78		
	003462	10/31	480.00-			
	019676	11/26	3154.43			\$ 9820.20
Wings Steel Co.						
P.O. Box 4307						
Anden						
C. 06514	16639	9/25			960.75	
	16756	10/4		1851.50		
	17067	10/31	1260.00			
	17115	11/6	1814.75			\$ 5887.00
Globe Metal Fin.						
100 Goodrich St.						
Anden						
C. 06516	23371	9/18			257.84	
	23384	9/19			91.74	
	23405	9/20			630.25	
	23415	9/21			348.64	
	23454	9/25			92.73	
	23466	9/26			417.78	
	23495	9/27			156.75	
	23510	9/28		143.21		

<u>Account</u>	<u>Inv.#Ref.</u>	<u>DOI</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>Total</u>
obe Metal Pin.	23600	10/5		402.00		
	23617	10/8		141.92		
	23636	10/9		186.12		
	23647	10/10		364.06		
	23665	10/11		357.40		
	23676	10/12		397.93		
	23696	10/15		94.93		
	23712	10/16		268.02		
	23723	10/17		365.82		
	23742	10/18		66.29		
	23764	10/22		69.26		
	23787	10/23		340.35		
	23796	10/25		335.79		
	23832	10/26		87.88		
	23851	10/29	86.26			
	23868	10/30	65.26			
	23910	11/2	179.94			
	23935	11/5	62.72			
	23947	11/6	140.01			
	23963	11/7	159.61			
	23979	11/8	387.44			
	23993	11/13	65.45			
	24043	11/14	60.42			

7365.37

Accounts Payable Con't.

Page 3

Account	Inv.#Ref.	DOI	Current	30 Days	60 Days	Total
Premium Process P.O. Box 647 Elton Mo. 06484	39029	9/28		309.33		
	39089	9/28		867.97		1177.30 ✓
Aboard Metal Fin. Fresh Meadow Rd. St Haven Mo. 06516	42239	10/18		55.00		
	42396	11/8	110.00			165.00 ✓
Industries P.O. Box 420 St Haven Mo. 06502	20716	9/28		1015.12		
	80887	10/31	132.90			
	21080	11/19	295.60			
	21079	11/19	362.00			1805.62 ✓
& BS of Ct. P.O. Box 1667 St Haven Mo. 06473	84311-00184	11/6	1250.62			
	84311-01288	11/6	573.86			
	84311-00185	11/6	86.10			1910.58
PS P.O. Box 1019 St. Rtford Mo. 06101	031714	11/17	33.07			33.07 ✓
Shell Oil Co. P.O. Box 925 Alsea Or. 74184	652516774	11/6	39.50			39.50
Loco Oil Co. St. Moines Mo. 50363	4507358168	11/27	185.28			185.28

Accounts Payable Con't.

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<u>Account</u>	<u>Inv.#Ref.</u>	<u>DOI</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>Total</u>
Oil Oil O. Box 600 Kansas City Missouri 64141	83201144012	10/29	89.83			89.83
Oil Oil Co. O. Box 925 Iowa 74184	657845210	10/23		38.94		38.94
Campbell Auto 44 Campbell Ave. East Haven Ct. 06516		11/1	84.40			
		10/1		27.90		112.30
Pyne Textile O. Box 4854 Syracuse 13221	40090	10/29	46.07			46.07✓
Amber Tool Supp. O. Box 531 North Haven Ct. 06473	1076822-01	11/7	62.25			62.25✓
PCCO Ind. Supp. O. Box 145 North Haven Ct. 06473	10156	11/8	22.16			22.16✓
Dele Associates, Inc. 815 Whitney Ave. Hamden Ct. 06518	Nov.-Jan. Mon.	10/11		58.05		58.05✓
Grindle Co. O. Box 896 Orange Ct. 06477	35281	10/31	69.01			69.01✓
Atney Bowes O. Box 38390 Louisville Ky 40233	853787	11/1	67.73			67.73✓
Marksen & Ford Industrial W. Elfton Mo. J. 07012	30999	11/20	177.50			177.50✓

Accounts Payable Con't.

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Account	Inv.#/Ref.	DOI	Current	30 Days	60 Days	Total
RT Data Services Constitution Pl. Hartford P.O. 06115	200100-001250	10/26		238.65		238.65 ✓
DeMark Inc. P.O. Box 38069 Dallas Texas 75238	81993	10/9		51.10		51.10 ✓
TC Office Supply 63 Boston Post Rd. Orange P.O. 06477	82901	11/7	19.83			19.83 ✓
Systems, Inc. 25 W. Rock Ave. New Haven P.O. 06515	40443	11/7	40.33			40.33 ✓
Superior Steel Lane Shire P.O. 06410	D108619	10/8		165.00		165.00 ✓
Mayton Progress 100 Progress Rd. Mayton P.O. 06449	481639	11/5	117.04			117.04 ✓
A. Tool Co. 80 Woodmont Rd. Building 49 Hartford, Ct. 06460	3613	10/25		65.00		65.00 ✓
E. Heat Treating P.O. Box 334 New Haven P.O. 06513	2109	10/31	24.73			
	2171	11/15	35.48			60.21 ✓
A & W Welding 64 Boston Post Rd. Orange P.O. 06477	73506	10/25		35.00		35.00 ✓
Winnipack Club P.O. Box 1932 New Haven P.O. 06509	43225	11/1	31.51			31.51

Accounts Payable Con't.

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Account	Inv.#/Ref.	DOI	Current	30 Days	60 Days	Total
TD Commodities 100 N. McCormick Blvd. Chicago Illinois 60076	1983792-1	10/17		12.88		12.88
American Exp. P.O. Box 1270 Newark N.J. 07101	3782-634751- 01000	11/5	41.93			41.93
Great Bear Spring Great Bear Pl. Waterboro N.J. 07608	522236A24CN10	10/31	34.94			34.94
Conn. Ref. P.O. Box 9545 New Haven Conn. 06535	4602	11/7	865.84			865.84
United Illum. Box 1730 New Haven Conn. 06507	02118-0604007 02118-0611002	11/5 11/5	335.37 313.90			649.27
Southern Ct. Gas P.O. Box 9708 New Haven Conn. 06536	4-1712-081000-0	11/2	9.85			9.85
Thomas Pub. Co. 200 Penn Pl. 50 W. 34th St. New York, N.Y. 10117	W000481-8510	1/15/85	685.00			685.00

\$13,610.40 \$14,933.30 \$4,532.92 \$33,076.62

- 2606.09

\$30,470.53

- not assumed